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Model Contracts/Agreements

Comprehensive Approach to Reusable Defense Software (CARDS)

Informal Technical Report

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CARDS
Comprehensive Approach to Reusable Defense Software

STARS-VC-B014/001/00
25 March 1994

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INFORMAL TECHNICAL REPORT
For The
SOFTWARE TECHNOLOGY FOR ADAPTABLE, RELIABLE SYSTEMS
(STARS)

Model Contracts/Agreements
Central Archive for Reusable Defense Software
(CARDS)

STARS-VC-B014/001/00
25 March 1994

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Electronic Systems Center
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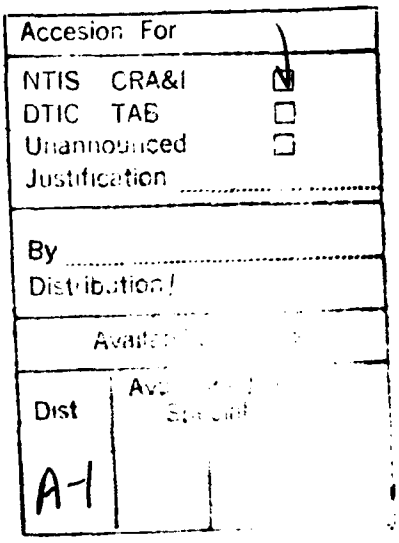

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12010 Sunrise Valley Drive
Reston, VA 22091

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Model Contracts/Agreements
Central Archive for Reusable Defense Software
(CARDS)

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INFORMAL TECHNICAL REPORT
Model Contracts/Agreements
Central Archive for Reusable Defense Software
(CARDS)

ABSTRACT

The Central Archive for Reusable Defense Software (CARDS) Program, sponsored by the U.S Air Force (ESC/ENS), Hanscom AFB, MA, has been investigating business areas that impact software reuse. An on- going forum, made up of DoD lawyers and contracting officers familiar with software reuse, has been established by the CARDS Program to examine legal issues and concerns related to software reuse. One primary finding from these software reuse legal forums is: risk can be managed by carefully negotiating and drafting agreements.

This document provides sample agreements and associated guidelines for implementation by the CARDS Library staff. They are based on the current CARDS Command Center Library's business, operational and qualification processes and concepts, as well as recommended policy changes [1] [2]. This will allow the CARDS Library staff to interact with its customers (suppliers of components, users of the reusable components, and interoperating libraries) to help reduce operating risk, meet its operational and technical goals, and meet the needs of its customers.

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This document provides sample agreements and associated guidelines for implementation by the CARDS Library staff. They are based on the current CARDS Command Center Library's business, operational and qualification processes and concepts, as well as recommended policy changes [CARDS93b] [DSD]. This will allow the CARDS Library staff to interact with its customers (suppliers of components, users of the reusable components, and interoperating libraries) to help reduce operating risk, meet its operational and technical goals, and meet the needs of its customers.

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1 INTRODUCTION

There are various legal issues that must be addressed to properly plan for and carry out a software reuse program. Legal issues are dependent upon the software reuse role taken by an organization, such as, developing reusable components, reusing existing components, and acquiring and distributing these components via libraries or repositories.

This document addresses library-related legal issues and provides sample agreements for use by the Central Archive for Reusable Defense Software (CARDS) library staff. The purpose of these guidelines and model agreements is to provide a mechanism to the CARDS library to interact with its customers (suppliers of components, users of the reusable components, and interoperating libraries) in a manner which will help reduce its operating risk, meet its operational and technical goals, and meet the needs of its customers.

These agreements and related information for implementing reuse address suppliers of components and library account holders. Interaction with other libraries is addressed by examining interoperability considerations. First, general legal issues are defined (Section 2), then general guidance in applying these agreements to the CARDS Library is presented (Section 3). Finally, sample agreements are presented for suppliers and subscribers (Sections 4 and 5). Interoperability issues are discussed in Section 6. In addition, each of these sections has an introductory discussion on how pertinent issues can impact that particular agreement.

The sample clauses for agreements contained in this document are written in the context of the CARDS library. They are based on the current CARDS Command Center Library's business, operational and qualification processes and concepts, as well as recommended policy changes [1] [2]. The agreements may have to be modified for each class of CARDS customers, and also are not intended to be used verbatim in non-CARDS applications.

2 LEGAL ISSUES

Many perceive that legal issues can inhibit the practice of software reuse. Although legal issues can impact the management of a software reuse library, risks and liability can be reduced if these issues are treated within the context of a business strategy, operational concepts and operational policies and procedures [3]. There are two types of legal issues that are pertinent to managing a software reuse library. They are: the library's responsibilities with respect to another's intellectual property rights and possible liability resulting from qualifying and distributing reusable components.

2.1 Intellectual Property

Intellectual property is an intangible output of rational thought processes which has some intellectual or informational value. Intellectual property can be protected by patents, copyright or trade secrets [3]. Copyright protection applies to the expression of an idea and to copying and existing work. For an individual, copyright protection remains in effect for the author's life plus fifty years. For a work for hire, the duration of a copyright is 75 years from publication or 100 years from creation (whichever is earlier). It does not apply to works that look similar, but were created independently from the copyrighted work. Copyright law allows software to be copied for backup and archival purposes [3]. Patents protect ideas and give the inventor the exclusive right to prevent others from making, using or selling the invention for seventeen years after the patent is issued [3]. Patent protection for software is not only new, but very controversial. Laws regarding patent protection for software are changing on a regular basis, due to precedences arising from the outcomes of various law suits. A patent or intellectual property lawyer should be consulted for any matter relating to patents. A trade secret is any formula, process, design or intellectual property interest which is protected by secrecy [3]. Thus, it is only protected by trade secret law if it is kept a secret.

Various levels of usage rights can be negotiated under Government contracts. The Government can not currently retain title (i.e., copyright) nor "have the rights" to contractor developed components. No matter what rights are negotiated, the contractor retains the copyright, and the Government has usage rights only, which include the right for others to use for Government purposes. This is comparable to buying a license to use a commercial product. Government usage rights for software are: unlimited or restricted. For technical data, Government usage rights can be unlimited, limited or Government Purpose License Rights (GPLR). Under the Federal Acquisition Regulation (FAR), software documentation is treated as software and has software rights, either limited or restricted. This FAR treatment is fairly straight forward, i.e., the documentation is treated the same as the software. On the other hand, under the Defense Federal Acquisition Regulation Supplement (DFARS), software documentation is treated as technical data and has data rights, not software rights coverage. This is more complicated since the software could have different usage rights than the documentation and thus would have to be treated differently. An exception to this is for commercial software documentation, which can be treated as software. Whatever the level of rights, the FAR and DFARS require the software or

agreement may also be terminated by either party for failure to comply with any of the material

technical data to be marked in a certain way and also has certain use, distribution and modification limitations/restrictions. Each of these usage rights are described below.

1. Unlimited rights provides the Government with the right to use, duplicate, release, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so (DFARS).

2. Limited rights provides the Government with the right to use, duplicate, or disclose in whole or in part for the Government, with the express limitation that the computer software documentation shall not be used to prepare the same or similar computer software and shall not be released outside the Government, except when needed for emergency repairs and for disclosure to foreign Governments for informational purposes (DFARS).

3. Restricted rights applies to computer software, and includes, as a minimum, the right to: use the computer software with the computer for which it was acquired, including use at any Governmental installation to which the computer may be transferred by the Government; use computer software with a backup computer if the computer for which it was acquired is imperative; copy computer software for safekeeping or backup purposes; and modify computer software or combine it with other software (DFARS).

4. Government Purpose License Rights (GPLR) gives the Government the right to use, duplicate, or disclose technical data (applies to computer software under the Small Business Innovation Research (SBIR) program), in whole or in part, and in any manner, for Government purposes only, and to permit others to do so for Government purposes only (DFARS).

The word "Government-Off-The-Shelf (GOTS)" is a common term that could refer to a number of types of rights. It is best to explain what rights are referred to when using the term "GOTS".

There seems to be little confusion as to the usage of commercial products (i.e., they only can be copied for backup purposes). Shareware Components (usually code) should be examined to determine what the user's responsibilities are for distribution, use or modification. No matter what level of rights are associated with the component, the library is obligated to supply that information to the users.

The main concerns regarding intellectual property rights in the context of managing a reuse library are: obtaining the appropriate rights information from the supplier, ensuring that the component is submitted to the library marked properly and that the user is made aware of the status of the original owner's rights, both in the original component and any derivative work.

2.2 Liability

Liability can be based on contracts, statutes and tort. Liability in contracts can result when one party breaches a term of the contract (note: contract liability includes warranties). Of course, if laws (statutes) are not obeyed, one can be at risk to pay penalties as covered under law. Based on the common law of tort, one has a duty to provide a certain "standard of care" to another when it is expected of them (note: tort liability includes strict liability, e.g., unreasonably dangerous product) [4]. As the library engages in more varied activities, it assumes greater risk of claims for mistakes/errors in its activities and in the reusable software components contained in the library. If the level of risk is determined to be unacceptable, the library can draft agreements with its suppliers and users to include provisions which will help reduce the risk [4]. In addition to adding legal protections in agreements, liability can be reduced by the supplier by incorporating a product liability strategy via quality control mechanisms. Strict liability covers damage caused by products that are unreasonably dangerous, or that contains unreasonably dangerous defects. Thus, a supplier could increase quality control processes and mechanisms to reduce defects [5].

One concern regarding liability in the context of a reuse library is making sure applicable laws are followed by the library staff. Some important laws include, but are not limited to copyright laws, patent laws, FAR, DFARS, Freedom of Information Act (FOIA), and Export Control Laws. Library staff must take care in following the library's policies and procedures in performing duties, such as, evaluating components, adding components to the library, and implementing security procedures. Additional concerns regarding liability are informing the users of applicable policies and carefully drafting and negotiating agreements with suppliers and users.

3 APPLYING AGREEMENTS TO THE CARDS LIBRARY

It is important for the library to delineate its roles, responsibilities and relationships with all participants involved in the library. This information should be documented in the library's policies and procedures and in turn made easily accessible to all participants. Once policies and procedures are published, it is extremely important for the library to follow them. If the library claims that they are conducting business one way, and a customer relies on that information, but the library actually conducts business in a different manner, the library could be held responsible for any damages inflicted upon that customer.

Thus policies and procedures should be written and/or negotiated to reflect pertinent issues regarding the following relationships: Library-Supplier, Library-User, and Library-Library (if library interoperability applies). Some of these issues could be important to just a supplier, user or other libraries. On the other hand, other issues could be primarily applicable to one party (e.g., supplier), but have secondary application to another party (e.g., user).

Whether an agreement is between the library and supplier, library and user, or the library and another library, it should reflect consensus between the parties involved over the essential terms and conditions of the library. All processes and procedures should either be defined in the agreement or referenced if already addressed in another document. Business and legal counsel should be sought to write, negotiate and implement reuse library agreements. Clauses outlining common terms and conditions of agreements are described below.

Any agreement should specifically and concisely describe the purpose, and perhaps the scope of the agreement.

Participants

The parties involved in the agreement should be specifically listed. This could be limited to the name of the organization, rather than an individual's name. Included with this should be point of contact information. Agreements must be signed by two legal entities. For Government Owned-Government Operated library's accepting components from Government agencies, a Memorandum of Agreement or Memorandum of Understanding would suffice. For Government Owned-Contractor Operated (GOCO) libraries, formal agreements would be necessary whether the supplier is a commercial vendor or a Government agency. For user's applying for an account, a statement of responsibilities, or a registration form would suffice, which would be signed by the user only. A clause stating that the person signing the agreement has the authority to do so may help reduce problems later. With this clause, a party could not claim at a later time that they do not have to comply with the terms and conditions of the agreement, because the signatory was not authorized.

Pertinent Dates

Terms for when the agreement is effective and when the agreement terminates should be explicit. The effective date clause could state that the effective date is a certain number of days after the last person signs the agreement or could specifically indicate the effective date. Providing a termination or expiration date is a practical way to end a party's obligation. However, the

party's can also agree to terminate the agreement under certain circumstances (e.g., a component is no longer being maintained by the supplier; the library modifies its library model, and/or the component does not fit into the domain and will not pass the evaluation). Whatever these circumstances are, they should be explicitly defined in the agreement. A distinction must be made between "terminating" and "rescinding". When an agreement is terminated, each party must complete any outstanding responsibilities. When an agreement is rescinded, it is as though the agreement never took place, and the parties must return (e.g., return a component, return a fee paid) anything received from the other party.

Definitions

The parties involved in an agreement may define terms differently. This is especially true in the software reuse area. For example, the term "evaluation" may have different meanings to different parties. Thus it is important to define any term that is not easily understood, terms that may have ambiguous meanings, and terms having a major importance to the agreement, such as evaluation, qualification, support, and maintenance [6]. If the parties agree on the definitions beforehand, any potential disagreements can be deterred [7].

Roles and Responsibilities

The roles and responsibilities required for each party should reflect, at a minimum, issues for evaluating components (supplier agreements), submitting components (supplier agreements), withdrawing components (user agreements), security (supplier and user agreements), and maintenance (supplier and user agreements). Documenting these responsibilities will make it clear to each party, what is required from them. These issues are discussed in detail in Section 4, Supplying Components, Section 5, Extracting Components, and Section 6, Interoperability.

Liability Reduction Clauses

Clauses can be added specifically to reduce the library's liability. These clauses/statements include, but are not limited to:

- warranty
- hold harmless
- indemnification
- disclaimer
- non- disclosure
- release
- dispute

However, no matter what statements or clauses are put into an agreement to limit someone's liability, that liability can not be limited if gross negligence is present or if processes and

procedures identified are conducted in a subjective manner [1]. As discussed above, the library should be cautious when adding any liability-reducing clause, since they do not want to imply any incompetencies on the part of the library.

A software warranty clause specifies the terms under which the supplier has a duty to replace, correct defective software, or refund any fees charged [7]. The result is to limit the liability of the component supplier. This clause can also be used by the supplier to terminate his/her duty to support, maintain or fix software that has been changed without their consent [7]. Warranty is usually not negotiable for Commercial-Off- The-Shelf (COTS) products. For a Government developed product, any warranty terms would be negotiated at the time of the original contract. Thus, to limit its liability, the library should ensure that whatever warranty statements are provided by the supplier are made easily accessible to the user.

A hold harmless provision could be added to protect the library against possible future claims. It is a written assumption of liability by one party, where he/she agrees to protect another party from anticipated claims [4].

An indemnification clause is a written promise to secure against loss or damage that may occur in the future and can set the compensation for financial obligation and responsibilities [4]. For example, a library could state "The Library places full reliance on the supplier's representations and is not responsible for any unauthorized use (by user) resulting from improper or erroneous certifications or lack of markings". This statement is telling the supplier that it is their responsibility to supply the correct copyright, and to mark the component appropriately. Further, it says that if the supplier does not submit the correct information nor mark the component properly, and if a user infringes upon the copyright, it is not the library's fault.

Disclaimers are used as a method of controlling potential liability by reducing the number of situations for which an entity can be held to have breached a duty or contract [4].

A non-disclosure provision requires a party not to release particular information to third parties. A supplier may want the library to include this type of clause to govern the dissemination of evaluation results of components not accepted into the library. This clause can also be used to protect trade secrets, marketing techniques and strategies. It can also include provisions that the buyer must pay damages for the improper or unauthorized use of the software or information.

A release gives permission to the other party to use certain information provided to them, for a certain transaction to proceed, or for a certain result to occur. A standard release might be for "any or all claims which might arise by reason of use or redistribution ..." of reusable software components from the library [4].

A dispute clause can provide a mechanism (how conflicts will be resolved and by whom) for resolving any disputes that may arise in the future. If disputes do arise, this clause can specify that the parties agree to settle in arbitration rather than or before going to court [1]. It also can specify that the resolution will be subject to the laws of a particular jurisdiction [3].

Correspondence

It is also a good idea to include in any agreement how correspondence or notices will be sent (e.g., facsimile, electronic mail or overnight mailing service), as well as when they are effective (upon receipt or upon mailing).

Headings

In some agreements, the paragraph or clause headings used may be misleading, ambiguous or not indicate what the clause actually refers to. A statement can be added that states that the headings used in the agreement are for reference purposes only and should not be considered as part of the agreement. For example, the heading may say "Warranties", but the paragraph may actually disclaim any warranties [3].

Assignment

An "Assignment" clause should be added for both parties (library and suppliers). Under the assignment clause, the agreement is automatically transferred to a new party (e.g., new prime contractor for a library or new owner of software) without obtaining new signatures. However, either party can terminate the agreement if they do not want to do business with the new party.

4 SUPPLYING COMPONENTS

4.1 Implementing Supplier Agreements

Since the library accepts components from various sources, the supplier agreements must reflect the needs and concerns of each type of supplier. These suppliers include: Government agencies submitting Government developed components; Government agencies submitting contractor developed components; a contractor submitting Contractor developed/Government funded components; and a vendor submitting commercial components. Each of these will be concerned with the libraries policies and procedures regarding component submittal, component evaluation, component withdrawal, security and maintenance. Each of these are described below.

Although instructions for submitting components to a library are obviously applicable to the supplier, some information ultimately determines how the components can and should be implemented by the end-user. Guidelines or procedures should be developed to give the supplier explicit instructions as to what information is required or needed by the library to evaluate the component, incorporate the component into the library model and to distribute the component to its users, and for the end-users to re-use the component. Providing explicit instructions before components are submitted will help reduce any misunderstandings and help resolve any disagreements which may arise at a later date. In fact, the library may want the supplier to agree to comply with the submittal procedures and in turn, the library could agree to conduct all evaluations in accordance with the documented procedures. On the other hand, the supplier should be given the freedom to submit additional component information.

The library should outline exactly how the supplier should submit the component, what should be submitted with the component and to whom it should be sent. This includes the format, technical descriptive information, mailing or e-mail address, and details on intellectual property rights, distribution and usage.

Formats of the components and related descriptive information (including documentation, test results, installation procedures, etc.) are important for the library to conduct its business. In order to reduce any misunderstandings and re-submittals of components, the library should include precise formats that are acceptable (electronic formats, such as postscript; media formats, such as UNIX compatible 3 1/2" floppy disk).

Keep in mind that in some cases the supplier may be a commercial vendor and in other cases the supplier may be another Government agency, a Government contractor or even a perspective Government contractor. Other components that are submitted to the library may be public domain or even shareware. Each of these cases may require the supplier to submit different information and cause the library to treat the component differently.

The supplier should identify whether or not there is a copyright or patent, to whom it was issued and when. This certainly would not be a problem with commercial products. As we know, developers of commercial software products take great care in relaying this information via various avenues, such as shrink wrap licenses and on-screen notices.

However, if the component was developed under a Government contract and/or submitted by someone other than the original developer, this information may not be readily available. For components developed under a Government contract, there are different Government usage rights possible: unlimited, limited, restricted and GPLR. (Note: a software component could have different rights than the software documentation, depending upon whether the FAR or DFARS apply). Again, the library must carefully keep track of this data, making sure the component and associated data are marked properly and the information easily available to users. It is important to note again that the contractor who developed the component, regardless of the level of usage rights, still holds the copyright. Government documentation may have distribution limitations based on the type of audience allowed to view it (such as: Government Only, Government and its contractors, General Public, DoD only, DoD and its contractors, etc.). In this case the library is responsible for making sure the each document is distributed to the correct audience. Thus, the library must keep track of whether the user is a DoD or Government employee, DoD or Government contractor, and so on.

A component that is "shareware" (usually code) does not necessarily give the user the right to modify, distribute, copy or use it freely. These components should be examined by the library to determine restrictions or limitations for distribution, use and modification, if any.

Warranty information should also be kept track of and distributed with the component, no matter what Government usage rights are attached to it, who owns the copyright or who submits the component.

The accuracy of component usage and distribution restrictions should be verified so that the library will not be held responsible for distributing misleading information or for not honoring copyrights or Government usage rights laws. However, if the library were to verify all data submitted for all components, they would be in the business of verification rather than that of managing a library and/or domain. On the other hand enough information should be given by the supplier so that the end user could verify the data if need be. Thus, to protect the library and save it from verifying all data for all components, they can have the supplier put in writing that the data they are submitting is correct and complete. This is probably simpler for commercial products, since there is usually just one party to interact with, but may be more difficult for components developed with Government funds. Similar to verification of the correctness and accuracy of the data, the library can protect itself further by having the submitter certify that they are indeed authorized to submit the component.

If component submittals are not initiated by the developer, but are searched for and acquired by the library itself, greater care must be taken to make sure the rights, distribution and usage, and warranty data is located and accuracy is verified.

Evaluation and Acceptance of Components

Since evaluation results can have an impact on the component developer's reputation, the suppliers should be informed up front as to what the evaluation criteria are so they can agree to them. The evaluation criteria should also include the "minimal acceptance level". Suppliers may want to know, and even approve of, how those results can be disseminated and to whom, especially if the results are negative. Also, it may be more valuable to a user of a component

if the supplier validates the results of any evaluation. Having the suppliers agree to them beforehand will help reduce any possible problems later. If the suppliers do not agree with the criteria, then the library and supplier can either negotiate to makes changes or the supplier would determine not to submit the component, or the library could decide not to even evaluate the component. Thus the library must be careful to provide up to date evaluation criteria and acceptance procedures to both the supplier and users. For components that are not approved, the supplier may want to modify and re-submit the component. The library should also have precise policies and procedures for whether a supplier can re-submit a component, how many times they are allowed to do so and, if applicable, the associated costs.

If feedback or comments on a component are requested from a user, the library may also consider forwarding the comments to the supplier.

Suppliers should be made aware of security provisions since they may require certain procedures to be in place before they submit components to the library. In fact, this could be a selling point for the library. The security process should include specific procedures for limiting access to authorized users, ensuring the integrity of data, and protecting and managing use of licensed software. In addition, the procedures could also cover how the library stores, organizes and allows access to components and other data, such as evaluation criteria and results.

All participants involved in a software reuse program would be interested in component maintenance policies and procedures. The library would want to know which components it is responsible for maintaining and which components the supplier would maintain. For supplier maintained components, especially COTS products, the library would also need a version control mechanism that includes informing users of changes or upgrades to components. This may even be a negotiated item in an agreement.

4.2 Supplier Agreements

Three sample supplier agreements that address the above issues are presented in the following 3 sections. Each addresses different issues which are present with different types of suppliers. These sample agreements address the vendors submitting a commercial component, a Government agency submitting a component, and a Contractor submitting a Government sponsored component. In some places there are specific notes to the CARDS Library staff indicating steps that need to be taken. These notes are indicated in italicized-bold font. The premise of these agreements is that the supplier initiates component submittal, which does not currently occur in the operating procedures of the CARDS Library. There are also other topics in these agreements that require policy decisions by the CARDS Library (For recommended policy changes, see [1] and [2]).

4.2.1 Vendor Supplies Component

AGREEMENT FOR ACCEPTANCE OF COMPANY X'S PRODUCT COMPONENT INTO THE CARDS LIBRARY

This is an agreement between Unisys Government Systems ***(or whichever entity operates the library),*** the Operator of the CARDS Library (referred to as the CARDS Library Operator in the remainder of this agreement), and Company X (hereafter referred to as "supplier"). ***(Note: add mailing and paying addresses here and or later in the agreement.)***

1. Purpose

This agreement describes the terms and conditions, including responsibilities of the parties, for qualifying, accepting and using COMPANY X'S SOFTWARE PRODUCT UNIQUE within the CARDS library (define what the library consists of) environment and other libraries which may have interoperability agreements with CARDS. The parties agree the product UNIQUE (referred to as "component" in the balance of this agreement) may be accessed by libraries other than CARDS and/or their authorized users. ***(Note: This indicates components that are accessed by ASSET and DSRS via the interoperability index.)*** These libraries and users have agreed to comply with CARDS use provisions and any conditions for use clearly represented for the component.

2. Term of Agreement

This agreement is effective (month/day/year) and shall remain in effect through (month/day/year), unless terminated (see 12 below) or superseded by either party or mutual agreement.

3. Definitions

a. Commercial-off-the-shelf (COTS) Components and Documentation. COTS items are those regularly used in the course of normal business operations for other than government purposes. These have been sold or licensed to the general public; or, have not been sold or licensed, but have been offered for sale or license to the general public; are not yet available in the commercial marketplace, but will be within the term of this agreement. COTS components and documentation have been developed at private expense, or, otherwise determined to be private.

b. Government-off-the-shelf (GOTS) Components and Documentation. GOTS items are those which have been furnished and accepted under a federal government contract. GOTS components and documentation have been developed at government expense; or, have otherwise been provided to the government with specific license or assignment rights.

c. Library Model. As used in this agreement, library model is the representation of the CARDS library environment as described in the CARDS Library Model Document.

d. Support. Support includes any and all services, data, and documentation necessary to qualify the component. The level of support is agreed as not less than XX hours of engineering services (specifically skill category, such as "senior software engineer") during the component submission or resubmission and qualification periods contemplated by paragraphs 4 and 5 of this agreement.

e. Section Titles. Titles or captions in this agreement are for reference purposes only and are not meant to be used to define, limit or describe the scope or intent of this agreement.

4. Component(s) Submission, Evaluation and Qualification Requirements

a. The supplier agrees to comply with the component submission requirements of the CARDS library as described in the CARDS Library Development Handbook (dated mm/dd/yy) and Component Submittal Guidelines. The component(s) will be submitted with sufficient documentation to allow independent evaluation by the CARDS library. Sufficient unrestricted supporting documentation shall be provided to allow subscribers to ascertain component utility for their intended applications. Company X agrees to provide, at no cost, any additional support, as defined in paragraph 3.d above, which may be necessary to evaluate the component(s) and related documentation.

b. The supplier will provide a recommendation regarding the appropriate component class for the submitted component(s) within the context of the Library model. The CARDS Library Operator retains the right to assign the ultimate classification.

c. The Library represents it will conduct all evaluations in accordance with the procedures described in the Library Development Handbook. Documentation results will be in the format and include the content described. The CARDS Library Operator personnel performing evaluation and qualification are knowledgeable in the component(s) class(es) involved.

d. While the CARDS Library Operator retains the absolute right to ultimately determine whether a component is suitable for, accepted, and integrated into the library model, the supplier will be provided an opportunity to comment on the evaluation and qualification results. The comment period will be for 30 days, ***(the library needs to specify the time limit)*** and occur prior to acceptance into the library. The Library is under no obligation to change its evaluation and qualification results after review and consideration of the supplier's comments. Those components accepted into the library will include both the Library and supplier comments as well as any submitted documentation necessary to adequately describe the component(s). Components, evaluation results, comments and supporting documentation (for accepted components) will be available on-line to all authorized Library Subscribers. Any future objection to the dissemination of component evaluation results will be cause for terminating this agreement and removing the component(s) from the library. ***(Note: It has been recommended that the library obtain supplier comments when feasible and to make them available to the account holders [1] [2]. However, the library needs to determine the associated procedures in doing so. This includes setting a time limit and making these comments available on-line to users. In addition, the library may want to offer a reconsideration after some period to consider additional information, or, experience with the component; and, maybe withdraw earlier comments or annotate with new comments.)***

5. Component Resubmission, Evaluation, and Qualification

a. **Resubmission of Previously Disapproved Components.** Components not approved after formal evaluation and qualification testing must be formally resubmitted if the supplier wishes to have the component reconsidered. The supplier will include identification of the prior

submission(s) and all documentation relating to the earlier disapproval(s). The resubmission documentation will include not only that required for new component submission but also identification of any changes made to the component(s) since the last submission and a supplier analysis of why it believes the basis for lack of previous acceptance has been removed. The analysis will include an item by item accounting of the Library's previous findings.

b. **Component Upgrades.** Component upgrades are considered new components. These will follow the submission requirements for new components as a prerequisite for consideration by the Library for evaluation and qualification. The supplier will include identification of the prior submission(s) and all documentation relating to prior dispositions of the components. The submission package will include a summary identifying the component(s) modifications; the purpose of the modifications; and, any supplier perceived impact on prior Library evaluation and qualification findings.

c. **Resubmission Limits.** The library reserves the right to limit resubmissions or upgrades to a reasonable number within any period of time. The determination of 'reasonable' is at the sole discretion of the library.

(Note: It was recommended that the library determine the policy and procedures for suppliers to re-submit components. This should include the definition of "upgrades" and limits on re-submission. See [1] and [2].)

6. Component Baseline

The library model will maintain only the latest approved version of the component and supporting documentation currently in CARDS possession. CARDS will maintain older versions in its possession off-line and will provide an off-line retrieval process. ***(Note: A component version policy needs to be addressed by the library.)***

7. Ownership, Rights and Limitations

a. By executing this agreement, the supplier certifies it has accurately represented the component(s) with respect to existing domestic and/or international proprietary; copyright; patent; trademark; federal government unlimited, limited, restricted and/or government purpose rights, specifically including any rights or limitations regarding Foreign Military Sales, federally sponsored International agreements, or in the case of restricted rights, specifically stating any additional rights granted over the minimum rights. The supplier will expressly describe any limitations on reuse of the component(s) and insert appropriate markings. Any special limitations/granting of rights such as use by educational institutions; direct sales of the component (whether by itself or incorporated within a product) to foreign governments or direct foreign commercial sales shall be expressly identified.

b. The library places full reliance on the representations addressed in paragraph 7.a. and is not responsible for any unauthorized use resulting from improper or erroneous certifications or lack of markings.

c. All authorized users will be notified of all supplier disclosures regarding ownership, rights and limitations prior to accessing a component.

8. Fees

The library may in the future charge fees for subscribers accessing components within the Library model. The supplier recognizes and agrees any future fees are Library compensation and it waives any claim to the fees collected. ***(Note: The Library needs to make a decision on this issue.)***

9. Subscriber Access Rules for Component Examination and Extraction

a. The Library requires potential users to complete the CARDS Library Account Holder Registration Form, which indicates the account holder's roles and responsibilities, prior to becoming an authorized subscriber and gaining access to the CARDS Library. The supplier agrees it has examined this form and accepts the adequacy of the protection afforded by user execution.

b. Subscribers include not only CARDS library account holders but also those from ASSET and DSRS. The supplier recognizes and agrees all subscribers have access to the component, consistent with the terms of this agreement. ***(Note: A supplier may want to restrict its license to just the CARDS site {single or multi-user} versus multi-site, multi-user licenses for the actual component itself. This must be discussed and then limited if full Tri-Lateral Interoperability access is not desired by the supplier.)***

10. Feedback *(where desired)*

The library will provide subscriber feedback, as it may be obtained, to the supplier upon request, but not more frequently than semi-annually ***(Note: the library needs to determine the appropriate timeframe)***. The library will not edit or comment on the feedback in any way, nor be responsible for its dissemination (authorized or unauthorized). Feedback may be provided by all Tri- Lateral interoperability subscribers accessing the component. The records will include identity of subscribers which access the supplier component(s). ***(Note: It was recommended that the library determine the policy and procedures for requiring feedback from users on supplier components. See [1] and [2].)***

11. Promotion and Advertising

a. Once a component is accepted into the library model, the supplier may promote this fact and its access ***(within the scope of the library)*** without further notice to the library. All supplier promotion and distribution of materials must cease as of the date of expiration or terminations of the agreement. The supplier is not obligated to recover existing, distributed materials.

b. Acceptance of the component shall not be constructed as an endorsement. Acceptance connotes the component has met the criteria for the applicable class and may be considered for use by a subscriber within that class. All promotional material shall clearly exhibit a legend to this effect.

12. Termination

This agreement may be terminated by either party for any reason by furnishing a notice in writing by certified mail or hand carried. This notice will be effective 30 days after receipt. This

agreement may also be terminated by either party for failure to comply with any of the material requirements of this agreement. Termination will not affect previously authorized component use by any subscriber. Termination will result in removal of the component from the library. The library will retain qualification results, supplier comments, and submitted documentation for any component removed, and reserves the right to allow subscriber access to this data. ***(Note: A termination policy needs to be addressed by the library.)***

13. Assignment of Agreement

Assignment will be automatic unless this agreement is first terminated in writing by either party. The parties agree to automatically assign this agreement to successor interests when: (1) the current operator of the library sells or transfers its rights and interests to the contract for library operation; (2) the supplier is bought out or sells the rights to its component(s) to some other entity. The library reserves the right to terminate the agreement with any successor party.

14. Indemnification

a. The supplier indemnifies the library against any user misrepresentations; illegal, or, otherwise inappropriate uses of the components and supporting documentation covered by this agreement. The supplier recognizes and accepts that the library has executed user agreements in good faith and exercised reasonable diligence in its procedures to avoid improper or prohibited use of components and documentation.

b. The library places full reliance on the representations addressed in paragraph 7.a. and is not responsible for any unauthorized use resulting from improper or erroneous certifications or lack of markings.

c. CARDS is part of the interoperability library system (currently consisting of CARDS, ASSET, and DSRS). The supplier has reviewed the Memorandum Of Understanding for Tri-Lateral Interoperability and agree it is sufficient to protect their rights and interests.

(Note: Liability for gross negligence and intentional violation of license agreements by the library or its staff is not protected by this provision.)

15. Governing Statutes

This agreement is subject to the laws of the state of YY (add the state in which Unisys is incorporated. If an entity other than Unisys operates the library, enter the appropriate incorporating state) however, the parties agree to submit to binding arbitration to resolve any disputes.

16. Points of Contact

Each party shall annually provide notice to the other of its principal point of contact for the actions and responsibilities under this agreement, including modifications to this agreement. ***(Note: The library needs to make a decision on policies and procedures regarding points of contact data.)***

17. Modifications to the Agreement

Modifications to this agreement shall be accomplished whenever a change in library operations, or other conditions affecting the substance of the agreement occur, subject to mutual agreement of the parties.

18. Signature Authority

The parties executing this agreement certify they are authorized by, and have the full authority of their respective organizations to commit to its terms and conditions and bind the parties to its fulfillment.

EXECUTED THE_____DAY OF ___ , 199____, BY

THE LIBRARY _____

THE SUPPLIER _____

4.2.2 Government Agency Supplies Component

AGREEMENT FOR ACCEPTANCE OF GOVERNMENT AGENCY Q'S DEVELOPED (IN-HOUSE) PRODUCT COMPONENT INTO THE CARDS LIBRARY

This is an agreement between Unisys Government Systems ***(or whichever entity operates the library),*** the Operator of the CARDS Library (referred to as the CARDS Library Operator in the remainder of this agreement), and Government Agency Q. ***(Note: add mailing and paying addresses here and or later in the agreement.)***

1. Purpose

This agreement describes the purpose, terms and conditions, including responsibilities of the parties, for qualifying, accepting and using Government Agency Q's developed software product TAXPAYER within the CARDS Library environment. The parties agree the CARDS environment included current and future library interoperability relationships where the product TAXPAYER (referred to as "component" in the balance of this agreement) may be accessed by libraries other than CARDS and/or their authorized users which have agreed to comply with CARDS use provisions and any conditions for use clearly represented for the component. ***(Note: This indicates components that are accessed by ASSET and DSRS via the interoperability index.)*** The parties recognize and agree the component TAXPAYER has been developed under (Specify under what conditions the software product was developed, i.e., Internally funded work using agency Operation funds; internally developed for another government customer using the customer funds; other scenario) and is included in the CARDS Library with the ownership rights certified by Agency Q (and its sponsor, the (Agency Name), if applicable).

2. Term of Agreement

This agreement is effective (month/day/year) and shall remain in effect through (month/day/year), unless terminated (see 12 below) or superseded by either party or mutual agreement.

3. Definitions

a. Commercial-off-the-shelf (COTS) Components and Documentation. COTS items are those regularly used in the course of normal business operations for other than government purposes. These have been sold or licensed to the general public; or, have not been sold or licensed, but have been offered for sale or license to the general public; are not yet available in the commercial marketplace, but will be within the term of this agreement. COTS components and documentation have been developed at private expense, or, otherwise determined to be private.

b. Government-off-the-shelf (GOTS) Components and Documentation. GOTS items are those which have been furnished and accepted under a federal government contract. GOTS components and documentation have been developed at government expense; or, have otherwise been provided to the government with specific license or assignment rights.

c. Library Model. As used in this agreement, library model is the representation of the CARDS library environment as described in the CARDS Library Model Document.

d. Support. Support includes any and all services, data, and documentation necessary to qualify the component. The level of support is agreed as not less than XX hours of engineering services (specifically skill category, such as "senior software engineer") during the component submission or resubmission and qualification periods contemplated by paragraphs 4 and 5 of this agreement.

e. Section Titles. Titles or captions in this agreement are for reference purposes only and are not meant to be used to define, limit or describe the scope or intent of this agreement.

4. Component(s) Submission, Evaluation and Qualification Requirements

a. Agency Q agrees to comply with the component submission requirements of the CARDS library as described in the CARDS Library Development Handbook (dated mm/dd/yy) and Component Submittal Guidelines. The component(s) will be supported by sufficient documentation to allow independent evaluation by the CARDS library. Sufficient supporting documentation shall be provided to allow subscribers to ascertain components utility for intended applications. Agency Q agrees to provide, at no cost, any additional support which may be necessary to evaluate the component(s) and related documentation.

b. Agency Q will provide a recommendation regarding the appropriate component class for the submitted component(s) within the context of the Library model. The library retains the right to assign the ultimate classification.

c. The library represents it will consider all evaluations in accordance with the procedures described in the Library Development Handbook. Documentation results will be in the format and include the content described. The CARDS Library Operator personnel performing evaluation and qualification are knowledgeable in the component(s) class(es) involved.

d. While the CARDS Library Operator retains the absolute right to ultimately determine whether a component is suitable for, accepted, and integrated into the library model, the supplier and its sponsor will be provided an opportunity to comment on the evaluation and qualification results. The comment period will be for 30 days, ***(the library needs to specify time limit)*** and occur prior to approving or disapproving the component(s) for qualification and acceptance into the library. The Library is under no obligation to change its evaluation and qualification results after review and consideration of the supplier's or the sponsor's comments. Those components accepted into the library will include the Library, supplier, and sponsor comments as well as any submitted documentation necessary to adequately describe the component(s). Components, evaluation results, comments and supporting documentation (for all accepted components) will be available on-line to all authorized Library Subscribers. Any future objection to the dissemination of component evaluation results will be cause for terminating this agreement and removing the component(s) from the library ***(Note: It has been recommended that the library obtain supplier comments when feasible and to make them available to the account holders [1] [2]. However, the library needs to determine the associated procedures in doing so. This includes setting a time limit and making these comments available on-line to users. In addition, the library may want to offer a reconsideration after some period to consider additional information, or, experience with the component; and, maybe withdraw earlier comments or annotate with new comments.).***

5. Component Resubmission, Evaluation, and Qualification

a. **Resubmission of Previously Rejected Components.** Components not accepted after formal evaluation and qualification testing must be formally resubmitted if the agency wishes to have the component reconsidered. The agency will include identification of the prior submission(s) and all documentation relating to the earlier disapproval(s). The resubmission documentation will include not only that required for new component submission but also identification of any changes made to the component(s) since the last submission and an analysis of why the agency believes the basis for lack of previous acceptance has been removed. The analysis will include an item by item accounting of the Library's previous findings.

b. **Component Upgrades.** Component upgrades are considered new components. These will follow the submission requirements for new components as a prerequisite for consideration by the Library for evaluation and qualification. The agency will include identification of the prior submission(s), and all documentation relating to prior dispositions of the component. The submission package will include a summary identifying the component(s) modifications; the purpose of the modifications; and, any agency perceived impact on prior Library evaluation and qualification findings.

c. **Resubmission Limits.** The library reserves the right to limit resubmissions or upgrades to a reasonable number within any period of time. The determination of 'reasonable' is at the sole discretion of the library.

(Note: It was recommended that the library determine the policy and procedures for suppliers to re-submit components. This should include the definition of "updgrades" and limits on re-submission. See [1] and [2].)

6. Component Baselines

The library model will maintain only the latest approved version of the component and supporting documentation currently in CARDS possession. CARDS will maintain older versions in its possession off-line and will provide an off-line retrieval process. ***(Note: A component version policy needs to be addressed by the library).***

7. Ownership, Rights and Limitations

The agency certifies the component and supporting documentation are, in fact, in the public domain.

8. Fees

The library may in the future charge fees for subscribers accessing components within the Library model. The agency recognizes and agrees these fees are Library compensation and waives any claim to the fees collected. ***(Note: The Library needs to make a decision on this issue.)***

9. Subscriber Access Rules for Component Examination and Extraction

a. The Library requires potential users to complete the CARDS Library Account Holder Registration Form, which indicates the account holder's roles and responsibilities, prior to becoming an authorized subscriber and gaining access to the CARDS Library. The agency

certifies it has examined this form and accepts the adequacy of the protection afforded by user execution.

b. Subscribers include not only CARDS library account holders but also those from ASSET and DSRS. The agency recognizes and agrees all subscribers have access to the component, consistent with the terms of this agreement.

10. Feedback *(where desired)*

The library will provide subscriber feedback, as it may be obtained, to the supplier upon request, but not more frequently than semi-annually ***(Note: The library needs to determine the appropriate timeframe)***.. The library will not edit or comment on the feedback in any way, nor be responsible for its dissemination (authorized or unauthorized). Feedback may be provided by all Tri- Lateral interoperability subscribers accessing the component. The records will include identity of subscribers which access the supplier component(s). ***(Note: It was recommended that the libraryfidetermine the policy and procedures for requiring feedback from users on supplier components. See [1] and [2].)***

11. Promotion and Advertising

a. Once a component is accepted into the library model, the agency may promote this fact and its access (within the scope of the library) without further notice to the library. All supplier promotion and distribution of materials must cease as of the date of expiration or termination of the agreement. The supplier is not obligated to recover existing, distributed materials.

b. Acceptance of the component into the library shall not be constructed as an endorsement. Acceptance connotes the component has met the criteria for the applicable class and may be considered for use by a subscriber within that class. All promotional material shall clearly exhibit a legend to this effect.

12. Termination

This agreement may be terminated by either party for any reason by furnishing a notice in writing by certified mail or hand carried. This notice will be effective 30 days after receipt. This agreement may also be terminated by either party for failure to comply with any of the material requirements of this agreement. Termination will not affect previously authorized component use by any subscriber. Termination will result in removal of the component from the library. The library will retain qualification results, supplier comments, and submitted documentation for any component removed, and reserves the right to allow subscriber access to this data. ***(Note: A termination policy needs to be addressed by the library.)***

13. Points of Contact

Each party shall annually provide notice to the other of its principal point of contact for the actions and responsibilities under this agreement, including modifications to this agreement.

14. Modifications to the Agreement

Modifications to this agreement shall be accomplished whenever a change in library operations, or other conditions affecting the substance of the agreement occur, subject to mutual agreement of the parties.

15. Signature Authority

The parties executing this agreement certify they are authorized by, and have the full authority of their respective organizations to commit to its terms and conditions and bind the parties to its fulfillment.

EXECUTED THE _____DAY OF _____, 199__, BY

THE LIBRARY _____

THE AGENCY _____

4.2.3 Contractor Supplies Government Funded Component

AGREEMENT FOR ACCEPTANCE OF COMPANY Y'S GOVERNMENT SPONSORED PRODUCT COMPONENT INTO THE CARDS LIBRARY

(Note: This covers both government directly submitted components as well as contractor submitted components under government sponsorship. Remember, there will be situations where the submitted component includes restricted rights software belonging to the developer; COTS components, limited rights data and perhaps other types of rights (e.g., Copyright) - all these must be identified and explicitly marked. When the supplier is submitting the component without government sponsorship, all references to the "sponsor" must be deleted, and, the optional paragraph under 7. Ownership, must be added.)

This is an agreement between Unisys Government Systems ***(or whichever entity operates the library)***, the Operator of the CARDS Library (referred to as the CARDS Library Operator in the remainder of this agreement), and Government Agency T and Company Y. ***(Note: add mailing and paying addresses here and or later in the agreement.)***

1. Purpose of the Agreement

This agreement describes the purpose, terms and conditions, including responsibilities of the parties, for qualifying, accepting and using COMPANY Y'S SOFTWARE PRODUCT SPONSO within the CARDS library environment. The parties agree the CARDS environment included current and future library interoperability relationships where the product SPONSO (referred to as "component" in the balance of this agreement) may be accessed by libraries other than CARDS and/or their authorized users which have agreed to comply with CARDS use provisions and any conditions for use clearly represented for the component ***(Note: This indicates components that are accessed by ASSET and DSRS via the interoperabiltiy index.)***. The parties recognize and agree the component SPONSO has been developed under (agency name) contract XYZ-94-5555 and is included in the CARDS Library with the ownership rights certified by Company Y and its sponsor, the (Agency Name). The specific rights associated with the product SPONSO are described in an attachment to this agreement.

2. Term of Agreement

This agreement is effective (month/day/year) and shall remain in effect through (month/day/year), unless terminated (see 12 below) or superseded by a party or mutual agreement.

3. Definitions

a. Commercial-off-the-shelf (COTS) Components and Documentation. COTS items are those regularly used in the course of normal business operations for other than government purposes. These have been sold or licensed to the general public; or, have not been sold or licensed, but have been offered for sale or license to the general public; are not yet available in the commercial marketplace, but will be within the term of this agreement. COTS components and documentation have been developed at private expense, or, otherwise determined to be private.

b. Government-off-the-shelf (GOTS) Components and Documentation. GOTS items are those which have been furnished and accepted under a federal government contract. GOTS

components and documentation have been developed at government expense; or, have otherwise been provided to the government with specific license or assignment rights.

c. Library Model. As used in this agreement, library model is the representation of the CARDS library environment as described in the CARDS Library Model Document.

d. Support. Support includes any and all services, data, and documentation necessary to qualify the component. The level of support is agreed as not less than XX hours of engineering services (specifically skill category, such as 'senior software engineer) during the component submission or resubmission and qualification periods contemplated by paragraphs 4 and 5 of this agreement.

e. Section Titles. Titles or captions in this agreement are for reference purposes only and are not meant to be used to define, limit or describe the scope or intent of this agreement.

4. Component(s) Submission, Evaluation and Qualification Requirements

a. Company Y and its sponsor agree to comply with the component submission requirements of the CARDS library as described in the CARDS Library Development Handbook (dated mm/dd/yy). The component(s) will be supported by sufficient documentation to allow independent evaluation by the CARDS library. Company Y and its sponsor agree to provide, at no cost, any additional support, as defined in paragraph 3.d above, which may be necessary to evaluate the component(s) and related documentation.

b. Company Y and its sponsor will provide a recommendation regarding the appropriate component class for the submitted component(s) within the context of the Library model. The library retains the right to assign the ultimate classification.

c. The library represents it will consider all evaluations in accordance with the procedures described in the Library Development Handbook. Documentation results will be in the format and include the content described. The CARDS Library Operator personnel performing evaluation and qualification are knowledgeable in the component(s) class(es) involved

d. While the CARDS Library Operator retains the absolute right to ultimately determine whether a component is suitable for, accepted, and integrated into the library model, the supplier and its sponsor will be provided an opportunity to comment on the evaluation and qualification results. The comment period will be for 30 days, ***(the library needs to specify time limit)*** and occur prior to approving or disapproving the component(s) for qualification and acceptance into the library. The Library is under no obligation to change its evaluation and qualification results after review and consideration of the supplier's or the sponsor's comments. Those components accepted into the library will include the Library, supplier, and sponsor comments as well as any submitted documentation necessary to adequately describe the component(s). Components, evaluation results, comments and supporting documentation (for accepted components) will be available on-line to all authorized Library Subscribers. Any future objection to the dissemination of component evaluation results will be cause for terminating this agreement and removing the component(s) from the library. ***(Note: It has been recommended that the library obtain supplier comments when feasible and to make them available to the account holders [1] [2]. However, the library needs to determine the associated procedures in doing so. This includes setting a time limit and making these comments available on-line to users. In addition, the library***

may want to offer a reconsideration after some period to consider additional information, or, experience with the component; and, maybe withdraw earlier comments or annotate with new comments.)

5. Component Resubmission, Evaluation, and Qualification

a. Resubmission of Previously Rejected Components. Components not accepted after formal evaluation and qualification testing must be formally resubmitted if the supplier and/or sponsor wish to have the component reconsidered. The supplier or sponsor will include identification of the prior submission(s) and all documentation relating to the earlier disapproval(s). The resubmission documentation will include not only that required for new component submission but also identification of any changes made to the component(s) since the last submission and an analysis of why the agency believes the basis for lack of previous acceptance has been removed. The analysis will include an item by item accounting of the Library's previous findings.

b. Component Upgrades: Component upgrades are considered new components. These will follow the submission requirements for new components as a prerequisite for consideration by the Library for evaluation and qualification. The supplier or sponsor will include identification of the prior submission(s), and all documentation relating to prior dispositions of the component. The submission package will include a summary identifying the component(s) modifications; the purpose of the modifications; and, any supplier perceived impact on prior Library evaluation and qualification findings.

c. Resubmission Limits: The library reserves the right to limit resubmissions or upgrades to a reasonable number within any period of time. The determination of 'reasonable' is at the sole discretion of the library.

(Note: It was recommended that the library determine the policy and procedures for suppliers to re-submit components. This should include the definition of "updgrades" and limits on re-submission. See [1] and [2].)

6. Component Baselines

The library model will maintain only the latest approved version of the component and supporting documentation currently in CARDS possession. CARDS will maintain older versions in its possession off-line and will provide an off-line retrieval process. ***(Note: A component version policy needs to be addressed by the library).***

7. Ownership Disclosure, Rights and Limitations

a. By executing this agreement, the supplier and its sponsor certify they have accurately represented the component(s) with respect to existing domestic and/or international proprietary; copyright; patent; trademark; federal government unlimited, limited, restricted and/or government purpose rights, specifically including any rights or limitations regarding Foreign Military Sales or federally sponsored International agreements, or in the case of restricted rights, specifically stating any additional rights granted over the minimum rights. The supplier and its sponsor will expressly describe any limitations on reuse of the component(s) "as is"; for the purpose of creating derivative works; including the right to modify the component(s). Any special

limitations/granting of rights such as use by educational institutions; direct sales to foreign governments or direct foreign commercial sales shall be expressly identified.

b. The library places full reliance on the representations addressed in paragraph 7.a., and is not responsible for any unauthorized use resulting from improper or erroneous certifications or lack of markings.

c. All authorized users will be notified of all disclosures regarding ownership, prior to accessing a component. The supplier and its sponsor agree to relieve the library from responsibility for improper use by any authorized subscriber.

d. OPTIONAL. The supplier certifies it has obtained all necessary releases, licenses, or other appropriate permissions from its government agency, which funded the component development, to place the component in the Library without formal, joint sponsor execution of this agreement.

8. Fees

The library may, in the future, charge fees for subscribers accessing components within the Library model. The supplier and its sponsor recognize and agree these fees are Library compensation and waive any claim to the fees collected. ***(The Library needs to make a decision on this issue).***

9. Subscriber Access Rules for Component Examination and Extraction

a. The Library requires potential users to complete the CARDS Library Account Holder Registration Form, which indicates the account holder's roles and responsibilities prior to becoming an authorized subscriber and gaining access to the CARDS Library. The supplier and its sponsor agree they have examined this form and accept the adequacy of the protection afforded by user execution.

b. Subscribers include not only CARDS library account holders but also those from ASSET and DSRS. The supplier and its sponsor recognize and agree all subscribers have access to the component, consistent with the terms of this agreement.***(Note: A supplier may want to restrict its license to just the CARDS site {single or multi-user} versus multi-site, multi-user licenses for the actual component itself. This must be discussed and then limited if full Tri-Lateral Interoperability access is not desired by the supplier).***

c. In the event the supplier has commercial rights to the component(s), it recognizes the Library does not currently provide a capability for subscriber extraction of commercial/privately developed components. The library will identify "pointers" for subscribers to the supplier's source of distribution; any federal distribution mechanisms (i.e., GSA or similar contract vehicles); or any third party distributors if these are provided by the component supplier. In the event the library elects to become a distributor, the supplier agrees to support this library role and negotiate an equitable fee for library services in distributing the product.

d. The library will incorporate into its model any accepted, government controlled component(s). Any fee to which the sponsor is entitled from the subscriber is the responsibility of the sponsor to collect. The sponsor's ownership notifications under paragraph 7 of this agreement shall include a notice regarding whether subscriber use is subject to payment of a fee. The notice regarding

whether subscriber use is subject to payment of a fee. The notice will clearly state differences on fee liability with respect to subscriber use (e.g., for another federal organization within the same agency; other federal agency; state or local agencies; foreign governments; contractors performing under contract for the same agency; or different agency contracts; foreign country contractors performing under the same agency or other agency contracts; or any other relationship which may have a bearing on whether a fee is charges or the amount of such fee).

10. Feedback *(where desired)*

The library will provide subscriber feedback, as it may be obtained, to the supplier upon request, but not more frequently than semi-annually ***(Note: The library needs to determine the appropriate timeframe).*** The library will not edit or comment on the feedback in any way, nor be responsible for its dissemination (authorized or unauthorized). Feedback may be provided by all Tri- Lateral interoperability subscribers accessing the component. The records will include identity of subscribers which access the supplier component(s). ***(Note: It was recommended that the library determine the policy and procedures for requiring feedback from users on supplier components. See [1] and [2].)***

11. Promotion and Advertising

a. Once a component is accepted into the library model, the supplier or its sponsor may promote this fact and its access (within the scope of the library) without further notice to the library. All supplier promotion and distribution of materials must cease as of the date of expiration or termination of the agreement. The supplier is not obligated to recover existing, distributed materials.

b. Acceptance of the component into the library shall not be constructed as an endorsement. Acceptance connotes the component has met the criteria for the applicable class and may be considered for use by a subscriber within that class. All promotional material shall clearly exhibit a legend to this effect.

12. Termination

a. This agreement may be terminated by either party for any reason by furnishing a notice in writing by certified mail or hand carried. This notice will be effective 30 days after receipt. This agreement may also be terminated by either party for failure to comply with any of the material requirements of this agreement. Termination will not affect previously authorized component use by any subscriber. Termination will result in removal of the component from the library. The library will retain qualification results, supplier comments, and submitted documentation for any component removed, and reserves the right to allow subscriber access to this data.

b. This agreement may also be terminated at the request of the sponsor, (Agency Name) without any recourse by Company Y; except for resubmission (see paragraph 5) under Company Y private sponsorship, if consistent with paragraph 7 entitled Ownership.

(Note: A termination policy needs to be addressed by the library.)

13. Assignment of Agreement

Assignment will be automatic unless this agreement is first terminated in writing by either party. The parties agree to automatically assign this agreement to successor interests when: (1) the current operator of the library sells or transfers its rights and interests to the contract for library operation; (2) the supplier is bought out or sells the rights to its component(s) to some other entity; (3) the sponsor transfers control of the component to another agency. The library reserves the right to terminate the agreement with any successor party.

14. Indemnification

a. The supplier indemnifies the library against any user misrepresentations; illegal, or, otherwise inappropriate uses of the components and supporting documentation covered by this agreement. The supplier recognizes and accepts that the library has executed user agreements in good faith and exercised reasonable diligence in it procedures to avoid improper or prohibited use of components and documentation. ***(Note: this clause applies to Company X supplier only. Delete this clause when the agreement is with the Government sponsor.)***

b. The library places full reliance on the representations addressed in paragraph 7.a. and is not responsible for any unauthorized use resulting from improper or erroneous certifications or lack of markings.

c. CARDS is part of the interoperability library system (currently consisting of CARDS, ASSET, and DSRS). The supplier and the sponsor have reviewed the Memorandum Of Understanding for Tri- Lateral Interoperability and agree it is sufficient to protect their rights and interests.

(Note: Liability for gross negligence and intentional violation of license agreements by the library or its staff is not protected by this provision.)

15. Governing Statutes

This agreement is subject to the laws of the state of YY (add the state in which Unisys is incorporated. If an entity other than Unisys operates the library, enter the appropriate incorporating state) however, the parties agree to submit to binding arbitration to resolve any disputes. ***(Note: this clause applies to Company X supplier only. Delete this clause when the agreement is with the Government sponsor.)***

16. Points of Contact

Each party shall annually provide notice to the other of its principal point of contact for the actions and responsibilities under this agreement, including modifications to this agreement. ***Note: The library needs to make a decision on policies and procedures regarding points of contact data.***

17. Modifications to the Agreement

Modifications to this agreement shall be accomplished whenever a change in library operations, or other conditions affecting the substance of the agreement occur, subject to mutual agreement of the parties.

18. Signature Authority

The parties executing this agreement certify they are authorized by, and have the full authority of their respective organizations to commit to its terms and conditions and bind the parties to its fulfillment.

EXECUTED THE _____DAY OF _____, 199__, BY

THE LIBRARY _____

THE SUPPLIER _____

THE SPONSOR _____

5 EXTRACTING COMPONENTS

5.1 Implementing Account Registrations

Since the library allows only Government agencies and their contractors to obtain an account, the library must determine whether or not a prospective account holder meets the appropriate requirements. However, user responsibilities will be the same no matter if the user is a Government employee or a contractor. Users are concerned with issues regarding: component evaluation, component withdrawal, security and maintenance. How each of these issues impact users are discussed below.

Users rely upon the evaluation criteria and results so that they can make a sound technical and business decision of whether or not to re-use a particular component and to determine whether or not the component fits into their application. In fact some users may want to know what the evaluation criteria are, as well as what components are in the library, before they make a decision to obtain an account. Thus the library must be careful to provide up to date evaluation criteria and acceptance procedures to both the supplier and users.

Although policies and procedures regarding component access, withdrawal, and reuse are aimed toward users of the library, and if applicable, users of interoperating libraries, they also are governed by information and restrictions supplied by the original developer. Thus, the original supplier also has an interest in these procedures.

Component withdrawal procedures should include: information the library will supply to the users, how that information is relayed (e.g., on-line, e-mail, letter), what the user should expect from the library (i.e., services), and what the library expects from the user (i.e., rules the user is expected to abide by). The library is responsible to ensure that the user is made aware of the intellectual property rights and associated distribution and use limitations/restrictions of a component. This also includes data that may or may not be extracted with a component, such as documentation, product abstracts and descriptions, purchasing and product marketing information and component evaluation results.

These procedures should be easily understood and easily accessible. Since the library has a responsibility to the supplier to relay this information, the library has an additional responsibility to make sure the information is up to date and made readily available to users. It is probably best to keep the copyright, use and distribution limitation attached to the component on-line, so when a user accesses the component, they automatically see this information. In addition, the library may want to go one step further and incorporate security measures into the library mechanism.

The library should also tell the users what the library expects from them, before the user obtains an account. This way, the user has the appropriate information to make an informed decision before they make a commitment to the library. This will protect the library from the user charging that they were not aware of the rules or were mislead.

Another protection for the library is to have the user sign a statement agreeing to abide by and follow the library's procedures for access and use of components. Another protection is to

have the user agree to accept the component "as is" with any warranty provided by the original supplier. The library could have the user release the library from any liability, but the library must also be able to provide the user with the necessary information they need to determine whether or not to use the component. The library should also be prudent when asking for a release of liability in agreements. The library does not want the release of liability to be so prominent that the users infer that the library is incompetent.

The library may want to request feedback on component usage to assist them in maintaining the domain model, library and components.

In turn, the user has expectations of the library. User's want to know that the library is authorized to distribute the component and that the library accurately represents the component with respect to capabilities, documentation, and currency of component version

Library users should be made aware of the library's security policies and procedures that govern their use of the library.

The user would also want to know the library's policy for component maintenance before they do business with the library.

5.2 Account Registration Form

The following Account Registration Form includes instructions for the prospective account holder to fill out the form, the roles and responsibilities that they will be required to follow once an account is granted, and a questionnaire requesting information on their organization, computer and terminal, and Government contracts. It also requires the account holder to sign, as well as a Government Program Manager, Task Coordinator or Project Lead. There are some topics addressed here that require policy decisions by the CARDS Library; these are indicated in italicized-bold font (For recommended policy changes, see [1] and [2]).

CENTRAL ARCHIVE FOR REUSABLE DEFENSE SOFTWARE (CARDS) LIBRARY ACCOUNT REGISTRATION FORM (CLARF)

PURPOSE

This form is used to request an account with the CARDS Command Center Library. Instructions follow.

INSTRUCTIONS

1. Read the Roles and Responsibilities sections.

2. Complete all items on this form. All of the following requested information MUST BE completed before an account will be activated:

   - Registration Information: Organizational Information, Computer/Terminal Information, Government Contract Information

   - Organization Authorization

   - Unique Identification information

3. Please print or type.

4. Sign and date form.

5. Obtain authorized signature from Government Program Manager, Task Coordinator or Project Lead and date.

6. Return the completed form by mailing to:

CARDS Command Center Library
ATTN: CARDS User Support - CLARF
1401 Country Club Road, Suite 201
Fairmont, WV 26554

ROLES AND RESPONSIBILITIES

1. The CARDS Library

The Library Account Holder understands and agrees that:

A. Components are provided "as is" by the supplier and all accompanying information is certified by the supplier/developer of the component. The accuracy of this nformation is limited to the extent of the suppliers submittal. Thus, CARDS makes no further warranty as to the accuracy, fitness, reliability, or safety of the reusable components available through the library.

2. Terms of a CARDS Account

The Library Account Holder understands and agrees to:

A. Account registration is effective after processing is complete by the library (approximately two weeks after receipt by the library). Account registration may be terminated for failure to comply with any of the material requirements indicated under the Roles and Responsibilities section. CARDS reserves the right to revoke access, privileges, or services without notice.

B. Use CARDS Library Account for intended purpose as stated below under the "contract Information" section.

Library accounts are distributed to aid in the process of domain-specific reuse. Use of the CARDS Library System resources for research, training, prototyping, or building systems is appropriate usage. Game playing, large amounts of e-mail, and gambling pools are examples of inappropriate usage.

C. This agreement is executed by the CARDS Library and the Account Holder.

D. Notify the CARDS Hotline at hotline@cards.com or (800) 828-8161 if any information reported in the Registration Information (Organizational Information, Computer/Terminal Information or Government Contract Information) or the Organizational Authorization sections below have changed.

3. CARDS' Computing Resources

The Library Account Holder understands and agrees to:

A. Comply with all intellectual property rights and Government usage rights regarding usage, duplication, and distribution. Not make nor use illegal copies of copyrighted software, store such copies on other library systems, or transmit them over library networks.

Use of GOTS components is limited to the express use permitted under the sponsoring Government contract under which the component has been developed, unless it is developed and provided with totally unrestricted rights.

Users can directly extract Public domain and GOTS components (if indicated) from the library (Instructions for doing so are in the CARDS User's Guide).

Users are not allowed to extract COTS components. The necessary purchase information is provided: either point of contact for a dealer or vendor or information on available GSA listing. Those components that the library owns a site license can be invoked by users and are also included in the demonstrations provided on-line.

B. Use resources only for authorized purposes.

C. Be considerate in usage of shared resources. Refrain from monopolizing systems, overloading networks with excessive data, or wasting computer time, connect time, disk space, or other resources.

D. Be considerate in usage of network resources. Make large file transfers at times other than peak hours. If extremely large files need to be transferred, contact the CARDS Hotline to make other arrangements.

4. Password Security

The Library Account Holder understands and agrees to:

A. Change your password when you initially log-on to the system (the first time you use your account). Do this for both your UNIX and your AFS (Andrew File System) passwords (where applicable).

B. Protect your password from unauthorized use. You are responsible for all activities on your user ID.

C. Change your password regularly by using the command "passwd" for the UNIX system and "kpasswd" for the AFS system. ***(Note: This clause must be changed when the security procedures on changing passwords is finalized).***

D. Not give your password to any other individual. If your password is compromised, change it immediately, and contact the CARDS Hotline.

E. Not type your password while someone is watching.

F. Avoid passwords that reference personal data, your friends, your pets, or your family (names, birthdates, etc.).

G. Avoid using passwords that are contained in the dictionary, or that are popular in your environment (i.e., pencil, reuse, library, CARDS, etc.).

H. Use passwords that have mixed lower and upper case letters, as well as numbers or other special characters (i.e., A811dc, kR4DsJ, hj45d9, etc.)

I. Not use the same password for both your UNIX and AFS accounts.

J. Not use computer programs to decode passwords or access control information.

5. Privacy of Other CARDS' Library Account Holders

The Library Account Holder understands and agrees to:

A. Access only files and data that are your own, that are publicly available, or to which you have been given authorized access.

B. Not use another Library Account Holder's user ID, password, or account.

C. Not to use another Library Account Holder's files and/or data without permission.

D. Not intentionally seek information about, obtain copies of, or modify files, tapes, passwords, or any type of data or programs belonging to other Library Account Holders.

E. Not develop nor execute programs that could harass other Library Account Holders.

F. Allow the CARDS Library to provide information to component suppliers regarding identity and location of subscriber's accessing their components. ***(Note: The account holder is offered a choice of whether or not to use this information for promotional, advertising or marketing information. Account holder information is not currently supplied to the supplier.)***

6. CARDS' System Integrity

The Library Account Holder understands and agrees to:

A. Not attempt to circumvent or subvert system security measures.

B. Not engage in any activity that might be harmful to systems or to any information stored thereon, such as creating or propagating viruses, disrupting services, or damaging files.

C. Not attempt to alter or avoid accounting of computer services.

D. Not develop or execute programs that could infiltrate systems, damage or alter software components, or use any services for unauthorized or unintended purposes.

E. Report security faults to the CARDS Hotline. If a flaw is discovered, do not exploit that flaw. Contact the CARDS Hotline at hotline@cards.com or (800) 828-8161, and explain the fault. Trying to explore the flaw on your own, testing it

out to see its extent or effect, is unethical and unacceptable because the Library Staff has no way to distinguish curious exploration from malicious intention.

7. Mail and/or Messaging Services

The Library Account Holder understands and agrees to:

A. Not use the mail facility to harass, intimidate, or otherwise annoy any other Library Account Holder (i.e., broadcasting unsolicited messages, sending unwanted mail, etc.).

B. Not send fraudulent mail or break into another Library Account Holder's electronic mailbox.

C. Not merely use the library as a mailstop. CARDS is a library designed for promoting reuse in government, industry, and academia. The e-mail functionality at the Library is not intended for correspondence other than that specifically related to the Library.

REGISTRATION INFORMATION

Organizational Information

1. Point of Contact

Name:_____

Title/Rank:_____

Company Name/Service:_____

Office Symbol/Code:_____

Street Address:_____

City/Base/Military Station:_____

State:_____ Zip Code:_____

Country:_____

Daytime Phone Number (Non-DSN Number):_____ Ext:_____

Fax Number:_____

E-Mail Address:_____

2. What is your primary business activity?

( ) Air Force ( ) Marine Corps

( ) Army ( ) Navy

( ) Coast Guard ( ) DoD

( ) Other (NSA, NASA, etc.) Please specify:_____

3. What is your primary job function?

( ) Data Processing ( ) Programming

( ) Executive SES ( ) Program Manager

( ) Maintenance ( ) Research/Development

Figure 5-1 REGISTRATION INFORMATION Part 1 of 5

( ) Management ( ) Software Engineering

( ) Operations ( ) Systems Integration/Design

( ) Planning ( ) Test/Evaluation

( ) Procurement ( ) Other, please specify:_____

4. Are you a member of any Reuse special interest groups? (example: SIGAda, RIG)

( ) No ( )Yes, please list:_____

5. Have you ever used a software reuse library?

( ) No ( ) Yes, please list:_____

6. Have you received a copy of the CARDS Information Packet?

( ) No ( ) Yes

Computer/Terminal Information

1. Please identify someone in your organization that we may contact for information about your system.

Systems Administrator Name:_____

Systems Administrator Phone:_____

2. Please note the IP addresses and corresponding names for all machines from which you will access the CARDS library. (The IP number is an address, assigned by DDN Network Information Center, for uniquely identifying machines on a world wide network.)

IP#: IP#:

IP# IP#:

IP#: IP#:

IP#: IP#

Figure 5-2 REGISTRATION INFORMATION Part 2 of 5

IP#: IP#:

Government Contract Information

1. Are You a United States Citizen?

   ( ) Yes ( ) No

2. Are you a Government Employee?

   ( ) Yes ( ) No

3. Are You a Government Contractor/Subcontractor?

   ( ) Yes ( ) No

4. Government Program/Project:

_____

(If you are working on more than one project/program, please provide the most appropriate.)

5. Government Contract Number:

_____

6. Government Contract Expiration

Date:_____

7. Purpose for requesting an account:

_____

_____

_____

Figure 5-3 REGISTRATION INFORMATION Part 3 of 5

8. Where did you hear about CARDS? (example: Articles, conferences, etc.)

_____

_____

9. The library will provide account holder information to suppliers for feedback and tracking purposes only. Do you wish this information to be used for promotional, advertising or marketing information by the supplier of the component?

( ) Yes ( ) No

Figure 5-4 REGISTRATION INFORMATION Part 4 of 5

ORGANIZATIONAL AUTHORIZATION

Please include an authorized signature from one of the following: Government Program Manager, Task Coordinator, Project Lead, etc.

Authorized by:_____ Date:_____
Please Print Name & Title/Rank

Address: _____
_____
_____
_____

Phone: ( ) _____

_____
Signature

ACCOUNT HOLDER AGREEMENT

I have read the Roles and Responsibilities Section of this form and understand and agree to the terms, conditions and restrictions stated therein. The User and CARDS agree that these Roles and Responsibilities shall be governed by the Laws of the United States of America

Applicantfis Name: _____ Date:_____
Please Print

_____

Signature

UNIQUE IDENTIFICATION INFORMATION

Enter any four keyboard characters. This will NOT be your password; but you will need this for security and validation purposes.

____-____-____-____

Figure 5-5 REGISTRATION INFORMATION Part 5 of 5fi

6 INTEROPERABILITY CONSIDERATIONS

In order to ensure smooth operations between and among CARDS, the Asset Source for Software Engineering Technology (ASSET) and the Defense Software Repository System (DSRS), a tri-lateral Memorandum of Understanding (MOU) is being developed to document the roles and responsibilities of each library. MOUs are an instrument that are used between Government agencies to outline what tasks each organization will perform and how they will be performed under certain circumstances or situations. Although Memoranda of Agreements (MOA) are more formal than MOUs, they too are documents written for use between two Government agencies. The tri-lateral MOU is being developed to fit into the current interoperability concept of operations, but may need to change over the long term to incorporate some long term DoD plans. If the CARDS library interoperates with non-Government libraries in the future, liability-related clauses, discussed in Section 3, will need to be added. An agreement would be used instead of an MOU. Some issues that should be considered are discussed below.

It is not apparent to a user when they view and access a component that has been incorporated into the library model from another library's index. From the user's perspective of utilizing a domain-specific library, this is a good feature (i.e., seamless interoperation). Although this is currently working with only three libraries, it would seem that it could become very tedious if there were more than three libraries, because one library would have to incorporate components from many libraries into its library model. Thus, any changes to the interoperability technical concept should be incorporated into any interoperability agreement.

Since the components from the "cooperating" libraries are integrated into the local library's model/schema, the user does not get the benefit of the model/schema of the other libraries. Also, users do not know what components they do not have access to, that may be beneficial to them. Under the current structure, a user only is allowed to access the components that the other two libraries submit to their indices. Currently, many users have accounts with more than one library. In doing so they can view (take advantage of) the other libraries' mechanism/index schema/library model, as well as view those components that are not made available via the index. This may cause a user to obtain accounts on all three libraries, and then to determine the best components (and the best library) that meets their needs.

The current system works well with non-COTS products and public domain software, since these can be transferred between the libraries with no approval. The current Tri-lateral interoperability index structure includes a variable for distribution limitations/ownership. However, there are no detailed implementation plans for transferring commercial components.

The tri-lateral MOU will contain some roles and responsibilities regarding transferring funds from one library to another for access, taxes, and royalty fees. However, none of the libraries have fee-for-service in place and only one has a detailed plan. It is recommended that the libraries coordinate their plans for fee-for-service implementation to ensure compatibility.

Currently, two of the three interoperating libraries allow only Government agencies and their contractors to become users. They do not allow prospective contractors, commercial entities, nor representatives from academia. This does make sense since the minimum user clearance

was determined to be "Sensitive Unclassified". If the components in the libraries that have produced this security level, turn out to be a small percentage of the libraries total collection, then perhaps it would be best not to include those components (or have restricted access to them) and to allow prospective contractors, commercial organizations and representatives from academia to become users. Again, the three libraries should coordinate any plans or policies for changing restrictions of user types so that they are properly incorporated into the interoperating policies and procedures.

When interoperating with 2 other libraries, each library must incorporate components from the other 2 libraries into its model/schema. Also, each library must keep track of component status and component ownership of these additional components. With three libraries, this is a viable task, however, it becomes more difficult when there are many more than three libraries and when not all of these libraries are Government owned. In the tri-lateral MOU, each library agrees not to include in their permanent collection any component from any other library. Thus, the current procedure for component control appears to be a "first come, first serve" rule. Currently with reuse library interoperability, all the libraries are Government owned, so that the Government could have control over which library includes which components in its collection. In the future, when additional libraries are brought into the interoperability mechanism, it should be determined before hand which library will maintain control of a component. Perhaps the components could be delineated by domain.

APPENDIX A - References

[1] Meeting Minutes, CARDS Legal Workshop (30 Nov - 2 Dec 93) to Review the CARDS Model/Contracts Agreements, 10 Dec 93

[2] CARDS Library Recommendations Resulting from Discussion During the 9-10 Sep 93 Library Scenario Meeting, Memorandum, T.R. Huber, DSD Laboratories, Inc., 22 Sep 93

[3] Proceedings for the Second Annual West Virginia Reuse Education and Training Workshop, 25-27 Oct 93, Hosted by: AdaNet, ASSET, CARDS, DISA Software Reuse Program, and West Virginia University

[4] Proceedings: Software Reuse Legal Issues Workshop (22-24 Mar 93), Central Archive for Reusable Defense Software (CARDS), STARS-AC- 04117/001/00, 30 Apr 93

[5] Software Product Liability, Jody Armour, Watts S. Humphrey, Software Engineering Institute (SCI), CMU/SEI-93-TR-13, Aug 93

[6] Software License Agreement, Seminar Workbook V11.10.92, Course #801, Dennis Deutsch, Data-Tech Institute

[7] Guide to Making Effective Federal Information Services Support Agreements, Version 1.0, DITSO, Logistics System Business Center

APPENDIX B - Acronyms

AFS	Andrew File System
ASSET	Asset Source for Software Engineering Technology
CARDS	Central Archive for Reusable Defense Software
CLARF	CARDS Library Account Registration Form
COTS	Commercial-Off-The-Shelf
DFARS	Defense Federal Acquisition Regulation Supplement
DSRS	Defense Software Repository System
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
GOCO	Government Owned-Contractor Operated
GOTS	Government-Off-The-Shelf
GPLR	Government Purpose License Rights
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
SBIR	Small Business Innovative Research

APPENDIX C - Glossary

Component	Any reusable item (e.g., requirements, specifications, designs, object code, source code or system/software documentation) pertaining to computer software or its documentation.
Contracting Agency	The federal agency contracting for the software.
Contract Liability	A contract basis of liability is derived from agreements which might be oral or written (preferably written). Contract liability results when one party or the other breaches a term (provision) of the contract [CARDS93a].
Contractor	A person or organization performing a current contract.
Negligence	Conduct that falls below the standard established by law to protect against unreasonable risk of harm; harmful defects that could have been detected and corrected through reasonable quality control practices [SEI]
Ownership	Holding title to tangible property (e.g., owner of an automobile under state issued certificate of title) [EDWKSHP].
Patent	Patents protect ideas and give the inventor the exclusive right to prevent others from making, using or selling the invention for seventeen years after the patent is issued [EDWKSHP]. (Note: patent protection for software is not only new, but is controversial).
Prospective Contractor	A person or organization engaged in preparing responses to solicitations.
Statutory Liability	A statutory basis for liability requires neither a contract nor the existence of any duty under tort law, but is covered under statute or laws (e.g., copyright law) [CARDS93a].
Strict Liability	A part of tort law that covers damage caused by or threatened by unreasonably dangerous products; the product contains one or more unreasonably dangerous defects [SEI].
Subscriber	A person or organization who accesses the library for purpose of assessing utility of components for possible reuse in a Government purpose undertaking

Supplier	A person or organization who submits components (and updates if applicable) for inclusion into the library's collection.
Tort Liability	A duty to provide a certain "standard of care" which is expected from another party. This is derived from the common law of tort [CARDS93a].
Trade Secret	Any formula, process, design or intellectual property interest which is protected by secrecy [EDWKSHP].
Warranty	Assure customers that the products will perform as stated; can limit the supplier's liability in the event of nonperformance [SEI]